



Solicitation No. 00-SI-30-0023  
Invitation for Bids

# **Penstock Tunnel Repairs**

## **Hoover Dam & Powerplants**

### **Boulder Canyon Project**

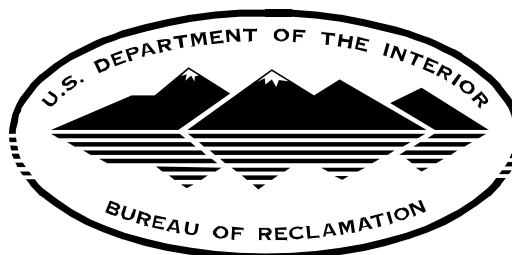
### **Arizona - Nevada**

Volume 1 of 2

Lower Colorado Regional Office  
Boulder City, Nevada

2000

United States Department of the Interior  
Bureau of Reclamation



[WWW.LC.USBR.GOV/~g3100](http://WWW.LC.USBR.GOV/~g3100)



**PENSTOCK TUNNEL REPAIRS  
HOOVER DAM AND POWERPLANTS  
LOWER COLORADO DAMS FACILITIES OFFICE  
BOULDER CANYON PROJECT  
ARIZONA - NEVADA**

**FOREWORD**

The work to be performed under this solicitation is the repair and partial replacement of the existing drainage systems and replacement of miscellaneous metalwork in the penstock tunnels at Hoover Dam, which is located on the Colorado River approximately 8 miles via U.S. Highway 93, northeast of Boulder City, Nevada, in Clark County, Nevada, and Mohave County, Arizona.

**It is strongly recommended that all prospective bidders visit the site of the work prior to submitting bids. Access to the work is limited and conditions at the site will affect the contractor's construction operations. Formal site visits are scheduled for *Wednesday, March 29, 2000* and *Thursday, March 30, 2000* at 9:00 a.m., Pacific Standard Time. If you are planning to attend on either date, please R.S.V.P. by contacting Mr. Art Carvajal, Lower Colorado Dams Facilities Office. Mr. Carvajal can be reached, Monday through Friday, between 8:00 a.m. and 3:00 p.m., Pacific Standard Time at (702) 293-8268. These will be the only site visits scheduled for this project.**

**For date, time and place of bid opening, see "Solicitation, Offer, and Award," Standard Form 1442, immediately following the "Table of Contents."**

**For information regarding Bureau of Reclamation's publication entitled "Reclamation Safety and Health Standards" (1993 Edition), which is applicable to work under this contract, see the clause entitled "WBR 1452.223-81 Safety and Health".**



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## SECTION A - SOLICITATION, OFFER, AND AWARD (Standard Form 1442)

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
		<b>00-SI-30-0023</b>	<input checked="" type="checkbox"/> T SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	March 21, 2000	10		229
<b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror.							
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.			
7. ISSUED BY		CODE	8. IF MAILED BY U.S. POSTAL SERVICE (USPS), ADDRESS OFFER TO				
<b>Bureau of Reclamation</b> <b>Lower Colorado Region</b> <b>P.O. Box 61470</b> <b>Boulder City NV 89006-1470</b>		LC-3114	<b>Bureau of Reclamation</b> <b>Lower Colorado Region</b> <b>P.O. Box 61470 (Attn: LC-3114)</b> <b>Boulder City NV 89006-1470</b>				
9. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE NO. (NO COLLECT CALLS)			
		Sherry Gossett		(702) 293-8653			

## SOLICITATION

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

### 00-SI-30-0023-Penstock Tunnel Repairs, Hoover Dam and Powerplants, Lower Colorado Dams Facilities Office, Boulder Canyon Project, Arizona - Nevada

Offers will be received by the Bureau of Reclamation at the Lower Colorado Regional Office, Annex Building, Room AA-104, Nevada Highway & Park Street, Boulder City, Nevada.

Express-mailed offers should be addressed to the Bureau of Reclamation, Lower Colorado Regional Office, Attention: LC-3114, 400 Railroad Avenue, Boulder City, Nevada 89005. Offers mailed via the United States Postal Service should be mailed at least 5 days prior to the date offers are due and addressed as indicated in item 8 above.

Hand-carried offers should be delivered to the Bureau of Reclamation, Lower Colorado Regional Office, Nevada Highway and Park Street, Annex Building, Room AA-104, Boulder City, Nevada.

Estimated Cost Range of this Project: \$1,000,001 to \$5,000,000

### THE AWARD FOR THIS SOLICITATION WILL BE MADE PURSUANT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.

11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Paragraph F.2)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  <b>15</b>
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by 2:00 pm local time <u>April 20, 2000</u> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	



**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
DUNS No.: CODE FACILITY CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)			
AMOUNTS <		SEE BIDDING SCHEDULE	

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.												
DATE												

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM < 10	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )
26. ADMINISTERED BY U.S. Department of the Interior Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City, Nevada 89006-1470	CODE LC-3114	27. PAYMENT WILL BE MADE BY U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 2705 Denver CO 80235-0045
		CODE D-7734

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input checked="" type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE		31B. UNITED STATES OF AMERICA	
30C. DATE		31C. AWARD DATE	
		BY	

STANDARD FORM 1442 BACK (REV. 4-85)



## PART I - THE SCHEDULE



## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 WBR 1452.214-906 Bidding Schedule Completion Instructions--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

NOTE OF CAUTION TO BIDDERS: When completing the bid schedule, the price entered in the "Extended Amount" column shall be the mathematical product of the quantity multiplied by the unit price. Rounding up or down is not permitted. If a price entered in the "Extended Amount" column has been rounded, the Contracting Officer will correct such amount, pursuant to the bid preparation provision(s) in Section L for the purposes of determining the apparent low bidder, and any such corrections will appear on the contract award document.

### B.2 WBR 1452.214-908 The Requirements--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.

(b) Bidders are cautioned to carefully review the bid submission requirements contained in Section L. Failure to comply with these requirements may result in a bid being declared nonresponsive.

(c) Bidders are required to complete Schedule Nos. 1, 2, 3 and 4 contained in Paragraph B.2. Bids will be considered for award on the schedules in Paragraph B.2, but no bid will be considered for award for part of the schedules or part of a single schedule. Bids for only part of the schedules or a part of a single schedule will be considered nonresponsive and will be rejected.

(d) No drawings or descriptive literature are required to be submitted with the bid.

(e) The quantities stated in the Schedules, other than those identified as "lump sum," are estimated quantities for comparison of bids, and except as provided in the clause at FAR 52.211-18, Variation in Estimated Quantity, no claim shall be made against the Government for variations in the quantities stated.

(f) The clause at WBR 1452.232-81, Payment for Mobilization and Preparatory Work, applies to the Schedule item for Mobilization and Preparatory Work.



## B.3 Bidding Schedules

<u>SCHEDULE No. 1</u> Lower Nevada Penstock Tunnel				
Item	Work or Material	Quantity and Unit	Unit Price	Extended Amount
1.1	Mobilization and preparatory work.	Lump Sum	LS	_____
1.2	Furnishing, erecting, and relocating temporary scaffolding system for the 50-ft. dia. penstock tunnel	Lump Sum	LS	_____
1.3	Removing abandoned overhead light fixtures from Penstock section 21 to 42.	<u>20</u> (Each)	_____	_____
1.4	Removing, modifying, and reinstalling damaged sections of overhead fiberglass canopy drainage collection system from Section 21 to 42.	<u>460</u> Linear foot (LF)	_____	_____
1.5	For areas of the overhead fiberglass canopy drainage collection system that only requires isolated repairs, Section 43 to 86:			
1.5a.	Removing and replacing existing angle iron support braces with new fiberglass reinforced plastic (FRP) "T" sections.	<u>150</u> (Each)	_____	_____
1.5b.	Removing and replacing damaged (or missing) wood cross braces/stiffeners with rectangular FRP bars.	<u>300</u> (Each)	_____	_____
1.5c.	Removing and replacing damaged (or missing) corrugated fiberglass sheeting panels.	<u>100</u> (Each)	_____	_____



<u>SCHEDULE No. 1</u> Lower Nevada Penstock Tunnel				
Item	Work or Material	Quantity and Unit	Unit Price	Extended Amount
1.6	Removing debris from drainage troughs and minor repairs to system	Lump Sum	LS	_____
1.7	Replacement of damaged or failed sections of the drainage troughs.	<u>200</u> Linear foot (LF)	_____	_____
1.8	Removing and replacing walkway grating sections:			
1.8a.	24-inch by 35-inch	<u>50</u> (Each)	_____	_____
1.8b.	24-inch by 41-inch	<u>10</u> (Each)	_____	_____
1.8c.	24-inch by 47-inch	<u>70</u> (Each)	_____	_____
1.9	Removing and replacing miscellaneous non-standard size walkway grating sections (includes over-sized, under-sized, and irregular custom shapes)	<u>150</u> Square foot (SF)	_____	_____
1.10	Removing and replacing individual stairs on various stairways along the walkway sections, 11" x 36"	<u>10</u> (Each)	_____	_____
1.11	Removing and replacing damaged sections of pipe handrailing for walkways and stairways	<u>40</u> Linear foot (LF)	_____	_____
1.12	Removing miscellaneous plumbing fixtures on existing weep hole drains	<u>210</u> (Each)	_____	_____



<u>SCHEDULE No. 1</u> Lower Nevada Penstock Tunnel				
Item	Work or Material	Quantity and Unit	Unit Price	Extended Amount
1.13	Redrilling and/or pressure-jetting existing weep hole drains	<u>200</u> (Each)	_____	_____
1.14	Placing expansive grout to seal abandoned (dry) weep hole drains	<u>20</u> (Each)	_____	_____
1.15	Drilling new weep hole drains	<u>10</u> (Each)	_____	_____
1.16	Installing PVC plumbing fixtures to weep hole drains	<u>200</u> (Each)	_____	_____
1.17	Installing polyethylene tubing to weep hole drains	<u>3000</u> Linear foot (LF)	_____	_____
1.18	Surface preparation and furnishing and applying protective coating for miscellaneous metal work	<u>500</u> Square foot (SF)	_____	_____
1.19	Removal and disposal of abandoned working platform	Lump Sum	LS	_____
TOTAL COST FOR SCHEDULE No. 1				\$ _____



<u>SCHEDULE No. 2</u> Lower Arizona Penstock Tunnel				
Item	Work or Material	Quantity and Unit	Unit Price	Extended Amount
2.1	Furnishing, erecting, and relocating temporary scaffolding system for the 50-ft. dia. penstock tunnel	Lump Sum	LS	_____
2.2	Removing abandoned overhead light fixtures from Penstock section 19 to 32.	<u>15</u> (Each)	_____	_____
2.3	Removing, modifying, and reinstalling damaged sections of overhead fiberglass canopy drainage collection system from Section 19 to 32.	<u>280</u> Linear foot (LF)	_____	_____
2.4	For areas of the overhead fiberglass canopy drainage collection system that only requires isolated repairs, Section 33 to 86:			
2.4a.	Removing and replacing existing angle iron support braces with new fiberglass reinforced plastic (FRP) "T" sections.	<u>150</u> (Each)	_____	_____
2.4b.	Removing and replacing damaged (or missing) wood cross braces/stiffeners with rectangular FRP bars.	<u>300</u> (Each)	_____	_____
2.4c.	Removing and replacing damaged (or missing) corrugated fiberglass sheeting panels.	<u>70</u> (Each)	_____	_____
2.5	Removing debris from drainage troughs and minor repairs to system	Lump Sum	LS	_____



<u>SCHEDULE No. 2</u> Lower Arizona Penstock Tunnel				
Item	Work or Material	Quantity and Unit	Unit Price	Extended Amount
2.6	Replacement of damaged or failed sections of the drainage troughs.	<u>70</u> Linear foot (LF)	_____	_____
2.7	Removing and replacing walkway grating sections:			
2.8a.	24-inch by 35-inch	<u>30</u> (Each)	_____	_____
2.8b.	24-inch by 41-inch	<u>5</u> (Each)	_____	_____
2.8c.	24-inch by 47-inch	<u>40</u> (Each)	_____	_____
2.8	Removing and replacing miscellaneous non-standard size walkway grating sections (includes over-sized, under-sized, and irregular custom shapes)	<u>100</u> Square foot (SF)	_____	_____
2.9	Removing and replacing stairway, handrailing, landing, and structural steel support members, Arizona Viewing Platform	Lump Sum	LS	_____
2.10	Removing and replacing individual stairs on various stairways along the walkway sections	<u>10</u> (Each)	_____	_____
2.11	Removing and replacing damaged sections of pipe handrailing for walkways and stairways	<u>40</u> Linear foot (LF)	_____	_____
2.12	Removing miscellaneous plumbing fixtures on existing weep hole drains	<u>330</u> (Each)	_____	_____



<u>SCHEDULE No. 2</u> Lower Arizona Penstock Tunnel				
Item	Work or Material	Quantity and Unit	Unit Price	Extended Amount
2.13	Redrilling and/or pressure-jetting existing weep hole drains	<u>310</u> (Each)	_____	_____
2.14	Placing expansive grout to seal abandoned (dry) weep hole drains	<u>20</u> (Each)	_____	_____
2.15	Drilling new weep hole drains	<u>10</u> (Each)	_____	_____
2.16	Installing PVC plumbing fixtures to weep hole drains	<u>320</u> (Each)	_____	_____
2.17	Installing polyethylene tubing to weep hole drains	<u>4800</u> Linear foot (LF)	_____	_____
2.18	Surface preparation and furnishing and applying protective coating for miscellaneous metal work	<u>1000</u> Square foot (SF)	_____	_____
TOTAL COST FOR SCHEDULE No. 2				\$ _____



<p style="text-align: center;"><u>SCHEDULE No. 3</u> Upper Arizona and Upper Nevada Penstock Tunnel</p>				
Item	Work or Material	Quantity and Unit	Unit Price	Extended Amount
3.1	Furnishing, erecting, and relocating temporary scaffolding system for the 37-ft. dia. penstock tunnels	Lump Sum	LS	_____
3.2	Removing and replacing walkway grating sections:			
3.2a.	24-inch by 35-inch	<u>10</u> (Each)	_____	_____
3.2b.	24-inch by 41-inch	<u>5</u> (Each)	_____	_____
3.2c.	24-inch by 47-inch	<u>10</u> (Each)	_____	_____
3.3	Removing and replacing miscellaneous non-standard size walkway grating sections (includes over-sized, under-sized, and irregular custom shapes)	<u>50</u> Square foot (SF)	_____	_____
3.4	Removing and replacing individual stairs on various stairways along the walkway sections, 11" x 36"	<u>10</u> (Each)	_____	_____
3.5	Removing and replacing damaged sections of pipe handrailing for walkways and stairways	<u>40</u> Linear foot (LF)	_____	_____
3.6	Removing miscellaneous plumbing fixtures on existing weep hole drains	<u>375</u> (Each)	_____	_____
3.7	Redrilling and/or pressure-jetting existing weep hole drains	<u>375</u> (Each)	_____	_____



<p align="center"><u>SCHEDULE No. 3</u> Upper Arizona and Upper Nevada Penstock Tunnel</p>				
Item	Work or Material	Quantity and Unit	Unit Price	Extended Amount
3.8	Placing expansive grout to seal abandoned (dry) weep hole drains	<u>10</u> (Each)	_____	_____
3.9	Drilling new weep hole drains	<u>10</u> (Each)	_____	_____
3.10	Installing PVC plumbing fixtures to weep hole drains	<u>375</u> (Each)	_____	_____
3.11	Installing polyethylene tubing to weep hole drains	<u>5000</u> Linear foot (LF)	_____	_____
3.12	Surface preparation and furnishing and applying protective coating for miscellaneous metal work	<u>500</u> Square foot (SF)	_____	_____
TOTAL COST FOR SCHEDULE No. 3				\$ _____



<p align="center"><u>SCHEDULE No. 4</u> Horizontal and Inclined Penstock Laterals</p>				
Item	Work or Material	Quantity and Unit	Unit Price	Extended Amount
4.1	Removing and replacing individual stairs, inclined penstock laterals, 11" x 19"	<u>50</u> (Each)		
4.2	Removing and replacing miscellaneous non-standard size walkway grating sections	<u>200</u> Square foot (SF)		
4.3	Removing and replacing damaged sections of pipe handrailing for walkway and stairways	<u>80</u> Linear foot (LF)		
4.4	Removing miscellaneous plumbing fixtures on existing weep hole drains	<u>200</u> (Each)		
4.5	Redrilling and pressure-jetting existing weep hole drains	<u>190</u> (Each)		
4.6	Placing expansive grout to seal abandoned (dry) weep hole drains	<u>10</u> (Each)		
4.7	Drilling new weep hole drains	<u>20</u> (Each)		
4.8	Installing PVC plumbing fixtures to weep hole drains	<u>210</u> (Each)		
4.9	Installing polyethylene tubing to weep hole drains	<u>2100</u> Linear foot (LF)		
4.10	Surface preparation and furnishing and applying protective coating for miscellaneous metal work	<u>1000</u> Square foot (SF)		
TOTAL COST FOR SCHEDULE No. 4				\$



TOTAL COST FOR SCHEDULE No. 1	\$ _____
TOTAL COST FOR SCHEDULE No. 2	\$ _____
TOTAL COST FOR SCHEDULE No. 3	\$ _____
TOTAL COST FOR SCHEDULE No. 4	\$ _____
TOTAL COST FOR SCHEDULE Nos. 1, 2, 3 and 4	<b>\$ _____</b>



## SECTION C - STATEMENT OF WORK/SPECIFICATIONS

### C.1 1452.210-902 Statement of Work/Specifications/Work Statement--Bureau of Reclamation--Lower Colorado Region (Jun 1998)

The Contractor shall furnish the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to perform the requirement specified in the Statement of Work/Specifications/Work Statement contained in Volume 2 - [Attachment No. 1](#) of this solicitation/contract.



SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION



## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at: <http://www.arnet.gov/far>.

### 52.246-12 Inspection of Construction (Aug 1996)

### E.2 WBR 1452.223-80 Asbestos-Free Warranty--Bureau of Reclamation (Oct 1992)

(a) The Contractor warrants that all items delivered, or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the Contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.



## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at: <http://www.arnet.gov/far>.

52.211-13	Time Extensions (Apr 1984)
52.211-18	Variation in Estimated Quantity (Apr 1984)
52.242-14	Suspension of Work (Apr 1984)

## F.2 52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days thereafter. The time stated for completion shall include final cleanup of the premises.

The Contractor shall accomplish work based upon the following completion schedule:

Part 1. - The Contractor shall complete all work in the Lower Nevada Penstock Tunnel, including the laterals, not later than 150 calendar days from the date of receipt of the notice to proceed.

Part 2. - The Contractor shall complete all work in the Lower Arizona Penstock Tunnel, including the laterals, not later than 240 calendar days from the date of receipt of the notice to proceed.

Part 3. - The Contractor shall complete all remaining work not later than 365 calendar days from the date of receipt of the notice to proceed.

## F.3 52.211-12 Liquidated Damages--Construction (Apr 1984) Alternate I (Apr 1984)

(a) If the Contractor fails to complete the work for any of the three parts within the time specified in contract clause FAR 52.211-10, Commencement, Prosecution, and Completion of Work, or any extension, the Contractor shall pay to the Government as liquidated damages the amount of \$735.00 per day for delay of each separate part or stage of the work.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.



(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.



## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 WBR 1452.201-80 Authorities and Limitations--Bureau of Reclamation (Jul 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d) (1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this



paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

G.2 WBR 1452.232-903 Invoice Submission Requirements--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) The COR has been designated authority to approve invoices for progress payments under the contract. To ensure timely processing of progress payments under the contract, the designated billing office for such payments is: Lower Colorado Regional Office, Attention: Regional Engineer (LC-6000), P.O. Box 60400, Boulder City NV 89006-0400.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is: Lower Colorado Regional Office, Attention: Contracting Officer (LC-3114), P.O. Box 61470, Boulder City NV 89006-1470.

G.3 WBR 1452.242-80 Postaward Conference--Bureau of Reclamation (Jul 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at the Lower Colorado Regional Office.



(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

G.4 WBR 1452.242-900 Government Administration Personnel--Bureau of Reclamation--Lower Colorado Region (Jul 1998)

The contracting office representative responsible for overall administration of this contract is:

Kenneth A. Miller (LC-3130)			
Bureau of Reclamation, Lower Colorado Regional Office P.O. Box 61470, Boulder City NV 89006-1470			
Phone No.	(702) 293-8460	Fax No.	(702) 293-8499
E-mail	kmiller@lc.usbr.gov		

G.5 WBR 1452.242-901 Contractor's Administration Personnel--Bureau of Reclamation--Lower Colorado Region (Jul 1998)

The designated contractor official who will be in charge of overall administration of this contract is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No:	(     )	FAX No.:	(     )
E-mail:			

G.6 WBR 1452.242-902 Contractor's Payment Personnel--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The designated Contractor official who may be contacted for bank account and/or payment information is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No:	(     )	FAX No.:	(     )
E-mail:			



G.7 WBR 1452.243-80 Modification Proposals--Bureau of Reclamation (Jul 1998)  
Alternate III (Jul 1998)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the Equipment Ownership and Operating Expense clause of this contract ;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed 500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Disputes clause of this contract.



(c) (1) For all work performed by subcontractors or suppliers identified in the cost breakdown submitted under subparagraph (a)(3) of this clause, the Contractor's indirect cost allowance to be applied to such work shall not exceed 10 percent of the amount of the work.

(2) Costs submitted for deleted work shall include credits to the Government for the indirect costs in subparagraph (c)(1) above.



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 52.211-6 Brand Name or Equal (Aug 1999) (Deviation)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(e) The information for an "equal" product required by paragraphs (b) and (c) to be submitted in the bid may be furnished after contract award for the items listed in the following table:

No. 1	Brand Name Specified	Manufacturer:	NewAge Industries, Inc.
		Make/Model/Catalog #:	Tridon clamps, type 301 stainless steel, 2 1/4-inch nominal size, Series 225, Marine Grade
		Paragraph:	C.8.3.d.(4)



No. 2	Brand Name Specified	Manufacturer: Tnemec Company, Inc.
		Make/Model/Catalog #: Tnemec, Series 69, Hi-Build Epoxoline II
		Paragraph: C.10.2.c. Coating categories
No. 3	Brand Name Specified	Manufacturer: Devoe Coatings
		Make/Model/Catalog #: Bar-Rust 235, Multi-Purpose Epoxy
		Paragraph: C.10.2.c. Coating categories
No. 4	Brand Name Specified	Manufacturer: Tnemec Company, Inc.
		Make/Model/Catalog #: Tnemec, Series 75, Enduro-Shield
		Paragraph: C.10.2.c. Coating categories
No. 5	Brand Name Specified	Manufacturer: Devoe Coatings
		Make/Model/Catalog #: Devthane 379, Aliphatic Urethane Gloss Enamel
		Paragraph: C.10.2.c. Coating categories

H.2 WBR 1452.223-81 Safety and Health--Bureau of Reclamation (Jul 1998) Alternate I (Jul 1998)

(a) The Contractor shall not require any laborer or mechanic employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) manual.

(c) (1) The safety and health standards as referenced in subparagraph (b)(2) of the Accident Prevention clause may be obtained from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.

(2) The Contractor may order the RSHS manual as referenced in subparagraph (b) above from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3). The Contractor may also download the electronic version of the RSHS manual at no charge from the Lower Colorado Region's web site at: <http://www.lc.usbr.gov/~g3100/rshts.pdf>.

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 2 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.



(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS manual and revisions thereto.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirements shall prevail.

#### H.3 WBR 1452.223-82 Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace--Bureau of Reclamation (Oct 1998)

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) This restriction does not apply in designated smoking areas that are enclosed and exhausted directly to the outside and away from air intake ducts, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area.

(c) Smoking may also be restricted at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke.

#### H.4 WBR 1452.223-900 Safety Data Submittal Requirements--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) Within 20 calendar days from the date it receives notice of award, the Contractor shall submit the following safety data to the Contracting Officer:

(1) The Contractor's current overall Experience Modification Rate (EMR) for Workers' Compensation Insurance applicable to the type of work to be performed under the contract (e.g., tunneling, concrete dams, canals) and to the State in which the work is to be performed. In any instance where the State establishes mandatory Workers' Compensation Insurance rates that are applicable to work to be performed under the contract within that State, those rates shall be submitted in lieu of the Contractor's current overall EMR;



(2) A copy of each Log and Summary of Occupational Injuries and Illnesses (Department of Labor Form OSHA-200), or its equivalent, completed by the Contractor during the 3 calendar years immediately preceding the calendar year in which it receives notice of award; and

(3) The Contractor's death and lost workday severity incidence rate for each of the 3 calendar years immediately preceding the calendar year in which it receives notice of award.

(b) The Contractor shall report any change in its overall EMR for Workers' Compensation Insurance (or to the mandatory State Workers' Compensation Insurance rates, where applicable) to the Contracting Officer within 15 calendar days from the date it receives notice of such change from its insurance carrier or the State Workers' Compensation Fund.

(c) The Contractor shall complete a Department of Labor Form OSHA-200, or its equivalent, for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

(d) The Contractor shall calculate its death and lost workday severity incidence rate for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

#### H.5 WBR 1452.232-81 Payment for Mobilization and Preparatory Work--Bureau of Reclamation (Jul 1998)

(a) General. The contract line item for mobilization and preparatory work should not exceed 5 percent of the total contract amount (see (d)(3), (4), and (5) below concerning payments exceeding 5 percent) and shall be used by the Government to make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for--

(1) Movement of personnel, equipment, supplies, and incidentals to the project site;

(2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract);

(3) Payment of premiums for project bonds and insurance; and

(4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(b) Facilities and equipment covered by mobilization work.

(1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.



(2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.

(3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.

(c) Termination for default. Should the Contractor be terminated for default as provided by the Default clause of this contract --

(1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.

(d) Payment. Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price bid for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows--

(1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government shall reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which may be specified by this contract.

(2) Except as provided in (d)(1) above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.

(3) When progress payments totaling 5 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor 50 percent of the mobilization and preparatory work contract line item amount or 2.5 percent of the total original contract amount (whichever is lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)(1) of this clause.

(4) When progress payments totaling 10 percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the balance of the amount for the mobilization and preparatory work contract line item or



2.5 percent of the total original contract amount (whichever is lower) shall be paid to the Contractor.

(5) If the amount bid for mobilization and preparatory work exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the contract is substantially complete as determined by the Contracting Officer.

H.6 WBR 1452.236-904 Availability and Use of Utility Services--Bureau of Reclamation--  
Lower Colorado Region (Nov 1996)

In accordance with FAR 52.236-14, Availability and Use of Utility Services, incorporated by reference in Section I, the following utility services will be made available under the contract:

- a. Water at approximately 80 pounds per square inch pressure will be available to the Contractor from a source near the Hoover Dam Powerplant. Such water may be used for service purposes at no cost to the Contractor. (See paragraph C.3.5.a.)
- b. Sanitary facilities. Existing restrooms will be made available at no cost to the Contractor. (See paragraph C.3.5.b.)
- c. Electric power for service work to be performed under these specifications will be available to the Contractor. The source of supply will be designated by the Contracting Officer. Power will be delivered to the Contractor as single phase, 60-hertz, alternating current at approximately 120/240 volts. The Contractor shall negotiate with the Manager of Hoover Dam, Bureau of Reclamation, Lower Colorado Dams Facilities Office, Hoover Dam, Arizona - Nevada 89005, for establishing such electric power services. No charge will be made for the use of such power. (See paragraph C.3.5.c.)
- d. Compressed air. Pressurized air lines at various locations within the penstock tunnel and access adit will be made available to the Contractor upon request. (See paragraph C.3.5.d.)

The Contractor shall provide all means of conveying water and/or compressed air to points of use and shall remove from the site all Contractor equipment at the termination of the contract. The cost of providing means of conveying water to points of use shall be included in the prices bid in the schedule for other items of work. (See paragraph C.3.5.)



## PART II - CONTRACT CLAUSES



## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at: <http://www.arnet.gov/far>.

52.202-1	Definitions (Oct 1995) Alternate I (Apr 1984)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Jun 1996)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.214-26	Audit and Records--Sealed Bidding (Oct 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data--Modifications--Sealed Bidding (Oct 1997)
52.214-28	Subcontractor Cost or Pricing Data--Modifications--Sealed Bidding (Oct 1997)
52.214-29	Order of Precedence--Sealed Bidding (Jan 1986)
52.215-15	Pension Adjustments and Asset Reversions (Dec 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data--Modifications (Oct 1997)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)
52.219-8	Utilization of Small Business Concerns (Oct 1999)
52.219-9	Small Business Subcontracting Plan (Oct 1999) Alternate I (Jan 1999)
52.219-16	Liquidated Damages--Subcontracting Plan (Jan 1999)
52.222-3	Convict Labor (Aug 1996)
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation (Jul 1995)
52.222-6	Davis-Bacon Act (Feb 1995)
52.222-7	Withholding of Funds (Feb 1988)
52.222-8	Payrolls and Basic Records (Feb 1988)
52.222-9	Apprentices and Trainees (Feb 1988)



52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
52.222-11	Subcontracts (Labor Standards) (Feb 1988)
52.222-12	Contract Termination-Debarment (Feb 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)
52.222-14	Disputes Concerning Labor Standards (Feb 1988)
52.222-15	Certification of Eligibility (Feb 1988)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Feb 1999)
52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)
52.223-6	Drug-Free Workplace (Jan 1997)
52.223-14	Toxic Chemical Release Reporting (Oct 1996)
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-4	Patent Indemnity--Construction Contracts (Apr 1984)
52.228-2	Additional Bond Security (Oct 1997)
52.228-5	Insurance--Work on a Government Installation (Jan 1997)
52.228-11	Pledges of Assets (Feb 1992)
52.228-12	Prospective Subcontractor Requests for Bonds (Oct 1995)
52.228-14	Irrevocable Letter of Credit (Dec 1999)
52.228-15	Performance and Payment Bonds--Construction (Sep 1996)
52.229-3	Federal, State, and Local Taxes (Jan 1991)
52.229-5	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (Apr 1984)
52.232-5	Payments under Fixed-Price Construction Contracts (May 1997)
52.232-17	Interest (June 1996)
52.232-23	Assignment of Claims (Jan 1986)
52.232-27	Prompt Payment for Construction Contracts (Jun 1997)
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999)
52.233-1	Disputes (Dec 1998) Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996)
52.236-2	Differing Site Conditions (Apr 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)
52.236-5	Material and Workmanship (Apr 1984)



52.236-6	Superintendence by the Contractor (Apr 1984)
52.236-7	Permits and Responsibilities (Nov 1991)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
52.236-10	Operations and Storage Areas (Apr 1984)
52.236-11	Use and Possession Prior to Completion (Apr 1984)
52.236-12	Cleaning Up (Apr 1984)
52.236-13	Accident Prevention (Nov 1991)
52.236-14	Availability and Use of Utility Services (Apr 1984)
52.236-15	Schedules for Construction Contracts (Apr 1984)
52.236-16	Quantity Surveys (Apr 1984) Alternate I (Apr 1984)
52.236-17	Layout of Work (Apr 1984)
52.236-21	Specifications and Drawings for Construction (Feb 1997) Alternate II (Apr 1984)
52.242-13	Bankruptcy (Jul 1995)
52.243-4	Changes (Aug 1987)
52.243-6	Change Order Accounting (Apr 1984)
52.244-2	Subcontracts (Aug 1998)
52.246-21	Warranty of Construction (Mar 1994)
52.248-3	Value Engineering--Construction (Mar 1989)
52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Sep 1996) Alternate I (Sep 1996)
52.249-10	Default (Fixed-Price Construction) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

## I.2 1452.203-70 Restriction on Endorsements--Department of the Interior (Jul 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

## I.3 1452.204-70 Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.



I.4 WBR 1452.214-910 Order of Precedence - Drawings--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) For the purposes of Order of Precedence, any drawings included with this solicitation shall be considered to supplement the specifications regardless of where they may appear. Any inconsistency between the drawings and the specifications shall be resolved by giving precedence to the specifications.

(b) Anything shown on the drawings and not mentioned in the specifications or called for in the specifications and not shown on the drawings, shall be furnished the same as if it were called for or shown in both.

I.5 52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, which could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall: (1) maintain current, accurate, and complete inventory records of assets and their costs; (2) provide the ACO or designated representative ready access to the records upon request; (3) ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and (4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirement of FAR 15.408(k).

I.6 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 1999) Alternate II (Oct 1998)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and



(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns, that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));



(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(iv) For DOD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DOD acquisitions, otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or group of items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.



I.7 WBR 1452.219-80 Distribution of Summary Subcontracting Reports--Bureau of Reclamation (Apr 1998)

(a) The original of each Standard Form 295, Summary Subcontracting Report, shall be sent to the Director, Office of Small and Disadvantaged Business Utilization, Department of the Interior, 1849 C Street NW, Washington DC 20240-0001.

(b) One copy of each report shall be furnished to the Business and Economic Development Program Manager, Acquisition and Assistance Management Services, Reclamation Service Center, PO Box 25007, D-7800, Denver, CO 80225-0007.

(c) One copy of each report shall be furnished to the contracting officer.

(d) One copy of each report shall be furnished to the Small Business Administration (SBA) cognizant Commercial Market Representative (CMR) at the address provided by SBA. this address may be obtained by calling SBA Headquarters at (202) 205-6475.

I.8 52.225-9 Buy American Act--Balance of Payments Program--Construction Materials (Feb 2000)

(a) Definitions. As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.



“Domestic construction material” means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.



(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.



(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison				
Construction material description		Unit of measure	Quantity	Price (dollars)*
Item 1	Foreign construction material			
	Domestic construction material			
Item 2	Foreign construction material			
	Domestic construction material			
* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).				

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

#### I.9 1452.225-70 Use of Foreign Construction Materials--Department of the Interior (Jul 1996)

(a) The Government has determined that the Buy American Act is not applicable to the following construction materials because they are not mined, produced, or manufactured in the U.S. in sufficient quantities of a satisfactory quality:

Acetylene, black	forms
Agar, bulk	Cocoa beans
Anise	Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form
Antimony, as metal or oxide	Coffee, raw or green bean
Asbestos, amosite, chrysotile, and crocidolite	Colchicine alkaloid, raw
Bananas	Copra
Bauxite	Cork, wood or bark and waste
Beef, corned, canned	Cover glass, microscope slide
Beef extract	Crane rail (85-pound per foot)
Bephenium hydroxynaphthoate	Cryolite, natural
Bismuth	Dammar gum
Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available	Diamonds, industrial, stones and abrasives
Brazil nuts, unroasted	Emetine, bulk
Cadmium, ores and flue dust	Ergot, crude
Calcium cyanamide	Erythrityl tetranitrate
Capers	Fair linen, altar
Cashew nuts	Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal
Castor beans and castor oil	Goat and kidskins
Chalk, English	Graphite, natural, crystalline, crucible grade
Chestnuts	Hand file sets (Swiss pattern)
Chicle	Handsewing needles
Chrome ore or chromite	Hemp yarn
Cinchona bark	Hog bristles for brushes
Cobalt, in cathodes, rondelles, or other primary ore and metal	Hyoscine, bulk
	Ipecac, root



Iodine, crude	Radium salts, source and special nuclear materials
Kaurigum	Rosettes
Lac	Rubber, crude and latex
Leather, sheepskin, hair type	Rutile
Lavender oil	Santonin, crude
Manganese	Secretin
Menthol, natural bulk	Shellac
Mica	Silk, raw and unmanufactured
Microprocessor chips (brought onto a Government construction site as separate units for incorporation into building systems during construction or repair and alteration of real property)	Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts	Spices and herbs, in bulk
Nitroguanidine (also known as picrite)	Sugars, raw
Nux vomica, crude	Swords and scabbards
Oiticica oil	Talc, block, steatite
Olive oil	Tantalum
Olives (green), pitted or unpitted, or stuffed, in bulk	Tapioca flour and cassava
Opium, crude	Tartar, crude; tartaric acid and cream of tartar in bulk
Oranges, mandarin, canned	Tea in bulk
Petroleum, crude oil, unfinished oils, and finished products	Thread, metallic (gold)
Pine needle oil	Thyme oil
Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars	Tin in bars, blocks, and pigs
Pyrethrum flowers	Tripolidine hydrochloride
Quartz crystals	Tungsten
Quebracho	Vanilla beans
Quinidine	Venom, cobra
Quinine	Wax, carnauba
Rabbit fur felt	Wire glass
	Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak Yarn, 50 Denier rayon

(b) Offers based on the use of foreign construction materials other than those listed in (a) above may be acceptable if the Government determines that U.S. construction material is not available, would be impracticable or constitute an unreasonable price. Please contact the Contracting Officer with questions or comments concerning non-availability or impracticability of U.S. material.

(c) (1) Offers based upon use of foreign construction material for cost savings will be considered reasonable if the cost of each foreign construction material, plus 6 percent, is less than the cost of comparable U.S. construction material. The Contracting Officer shall compute the cost of each foreign construction material to include all delivery costs to the construction site, and any applicable duty (whether or not a duty-free entry certificate is issued). This evaluation shall be made for each foreign construction material included in the offer but not listed in subparagraph (a) above in this clause.

(2) Any contractor cost savings from post award approval to substitute foreign construction material for U.S. construction material shall be passed on to the Government.

(d) (1) This offer is based on the use of foreign construction material not listed in (a) above. For each foreign item proposed the offeror shall furnish the following information for the foreign material offered: item description, supplier, unit of measure, quantity, unit price, duty (even if a duty free certificate is issued), delivery costs, and total price and shall also identify information on a U.S. item comparable to the foreign item including: supplier, unit of measure, quantity, unit price, delivery costs and total price.



(2) If the Government rejects the use of foreign construction material listed under paragraph (d)(1) above, the Government will evaluate the Contractor's offer using the offeror's stated price for the comparable U.S. construction material, and the offeror shall be required to furnish such domestic construction material at the Contractor's originally offered price. In preaward situations, an offer which does not state a price for a comparable U.S. construction material will be rejected by the Government. In postaward situations an offer proposing foreign material which does not state the price for the comparable U.S. construction material will be rejected by the Government. The Contractor shall use comparable U.S. material for the project and any additional cost for the use of this U.S. material shall be absorbed by the Contractor.

I.10 1452.228-70 Liability Insurance--Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in a form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.11 WBR 1452.228-84 Certification of Representatives for Corporate Sureties--Bureau of Reclamation (Sep 1996)

(a) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --



(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact;  
and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or

(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

I.12 WBR 1452.231-81 Equipment Ownership and Operating Expense--Bureau of Reclamation (Jul 1998)

(a) Definitions. "Acquisition cost," as used in this clause means, the Contractor's original purchase price (including sales tax less salvage value) of an item of equipment including any and all accessories and expendable components required for utilization the item of equipment. For used equipment which is reconditioned and recapitalized, "acquisition cost" shall mean the adjusted amount resulting from the recapitalized value of the equipment as determined from the Contractor's accounting records.

"Equipment," as used in this clause, means equipment in sound workable condition at the construction work site, either owned or controlled by the Contractor or its subcontractors at any tier, or obtained from a commercial rental source, and furnished for use under this contract.

"Ownership cost," as used in this clause, means allowances for construction equipment depreciation and cost of facilities capital.

"Operating cost," as used in this clause, means the cost of operating equipment such as operating crew labor, servicing labor and equipment, labor and parts for all repairs and maintenance, fuel, oil, grease, supplies, tire wear and repair.

(b) Policy. (1) Equitable adjustments made in the price of this contract pursuant to the Changes, Differing Site Condition, Suspension of Work, or other clause of the contract, may include allowable ownership and operating costs for equipment. In accordance with FAR 31.105(d), allowable ownership and operating costs for each piece of equipment, or groups of similar serial or series equipment, shall be determined using actual cost data when such data are available from the Contractor's accounting records. When actual costs cannot be so determined or when actual cost data for a specific element of operating cost do not contain costs for individual pieces or types of equipment, the procedures in paragraph (d) of this clause shall be used to determine allowable costs (provided, in the case of operating costs, that the costs are reconciled to the Contractor's total cost for that operating element). For fully depreciated equipment, the procedures in paragraph (e) of this clause shall be used to determine allowable costs.

(c) Required data. In any request made for an equitable adjustment, the Contractor shall furnish to the Contracting Officer --



(1) A complete description of each item of equipment (including all accessory equipment attached thereto) to be used in connection with the work to be performed listing the date of manufacture, date of acquisition, make, model, size, capacity, mounting, and type of power;

(2) Evidence of the acquisition cost of new or used equipment to be used including all available current and historical supporting cost data. If evidence of acquisition cost is not provided by the Contractor or if the data provided are unacceptable to the Contracting Officer, the Contracting Officer may determine the acquisition cost by other appropriate means.

(d) Use of the predetermined rate schedule.

(1) When the Contracting Officer determines that allowable ownership and operating costs cannot be determined from the Contractor's accounting records, the U.S. Army Corps of Engineers pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule" (Schedule) for the State in which the construction site is located shall be used to calculate ownership and operating rates. Copies of the Schedules can be obtained, free of charge, from the U.S. Army Corps of Engineers, Publications Depot, 2803 52nd Avenue, Hyattsville, MD 20781-1102.

(2) For the purpose of determination of the hourly rates to be applied under this contract, working conditions shall be considered average, unless otherwise determined by the Contracting Officer.

(3) Rates for equipment not listed in the Schedule shall be calculated using the formulas in the Schedule. Alternatively, the Contracting Officer may determine to use rates in the Schedule for equipment comparable to the unlisted equipment, including horsepower and auxiliary features.

(e) Fully depreciated equipment. No depreciation or rental cost shall be allowed on equipment fully depreciated by the Contractor or by any division, subsidiary, parent company, or affiliate under common control. However, a reasonable rate for using fully depreciated equipment may be allowed by the Contracting Officer. Unless otherwise determined by the Contracting Officer, such hourly rate shall not exceed a value computed by multiplying the depreciation rate for the equipment (as shown in the Schedule table entitled "Construction Equipment Ownership and Operating Expense") by the economic index for the year of equipment manufacture (as shown in the Schedule table entitled "Economic Indexes for Construction Equipment"), divided by the economic index correspondingly with the year the Schedule is published. The year used for the basis of the rates in the Schedule is indicated in the table entitled "Equipment Age Adjustment Factors for Ownership Costs." Idle or standby time will not be paid for fully depreciated equipment.

(f) Idle or standby time. Equipment ownership costs for idle or standby time of equipment not fully depreciated shall be determined as follows:

(1) The allowable rate shall be made at 50 percent of the hourly rate for ownership costs if actual cost data are used. The maximum hours per week allowed shall not exceed 40 hours



or the amount of hours regularly worked by the Contractor, whichever is less. No allowance shall be made for Saturdays, Sundays, or holidays, when work is not actually performed.

(2) If actual cost data cannot be determined, the rate shall be computed in accordance with the Schedule.

(3) No costs shall be allowed for time when the equipment would have been otherwise idle or was not in good operating condition.

(4) Periods of time less than 2 hours on which equipment is down for normal and regular ser-vicing and for minor field repair or field maintenance shall be considered by the Contractor to be operating time rather than idle or standby time and such periods shall not be deducted from use or operating time.

(5) No costs are allowable for fully depreciated equipment.

(g) Rental. Allowable costs for renting or leasing of equipment shall be determined in accordance with FAR 31.105(d)(2)(ii) and 31.205-36.

I.13 WBR 1452.232-80 Limitation of Funds (Fixed-Price Contract)--Bureau of Reclamation (Dec 1994)

(a) Pursuant to Section 12 of the Reclamation Project Act of 1939 (43 U.S.C. 388) incremental funding for this contract will be made available in accordance with this clause.

(b) Incremental funding in the amount of \$700,000 is presently available for payment and allotted under this contract for items in the Schedules. This present funding allotment is contemplated to cover the work to be performed until November 1, 2000. A schedule for anticipated future funding allotments is as follows. This information is for planning purposes only and may not be fully representative of the funds actually allotted under this contract:

FISCAL YEAR	FUNDING AMOUNT
On award of contract	\$700,000
2001	Remainder

(c) For work identified in paragraph (b) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of specified work for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of this work beyond that point. The Government shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Government clause of this contract.



(d) Notwithstanding the date specified in paragraph (b) of this clause, the Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of work identified in paragraph (b) of this clause. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of funds identified in paragraph (b) of this clause, or to a mutually agreed upon substitute date. The notification shall also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of work funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (b) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer shall terminate any work for which additional funds have not been allotted, pursuant to the Termination for Convenience of the Government clause of this contract.

(e) When additional funds are allotted for continued performance of the work identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (c) through (e) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly through revision of paragraph (b) of this clause. The Contracting Officer is the only person authorized to provide notice, communication, or other form of representation to increase or decrease the amount of funds allotted by the Government to this contract.

(f) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the work identified in paragraph (b) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of work, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(g) The Government may at any time prior to termination allot additional funds for the performance of the work identified in paragraph (b) of this clause.

(h) The termination provisions of this clause do not limit the rights of the Government under the Default clause of this contract. The provisions of this clause are limited to the work and allotment of funds as set forth in paragraph (b) of this clause. This clause is inapplicable once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) or (f) of this clause.



(i) Change orders shall not be considered authorization to exceed the amount allotted by the Government as specified in paragraph (b) of this clause unless the amount is increased by inclusion of a statement contained in the change order.

(j) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

I.14 WBR 1452.233-81 Claims Accounting--Bureau of Reclamation (Jul 1993)

The Contractor shall maintain separate accounting records substantially the same as prescribed under the Change Order Accounting Clause at FAR 52.243-6 on any claim for adjustment of contract price that may exceed \$50,000 under this contract.

I.15 52.236-1 Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty percent (50%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.16 52.236-8 Other Contracts (Apr 1984) (Deviation)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees. The following other contract work is anticipated to be performed at or near the site of this contract:

1. Painting interior upper Arizona penstock and laterals in the Fall of 2000.
2. Painting exterior lower Nevada spillway in the Summer of 2001.

The work to be performed for this contract is scheduled to be accomplished prior to other projected contract work. Therefore, this should alleviate congestion at the work site.

I.17 52.236-26 Preconstruction Conference (Feb 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.



I.18 WBR 1452.236-905 Performance of Work by the Contractor--Bureau of Reclamation--Lower Colorado Region (Jan 1997)

For the purpose of further clarifying the clause at 52.236-1, Performance of Work by the Contractor, "work to be performed under the contract" means site work and does not include work related to the manufacture, transportation, or other related work associated with producing, testing, and delivering the supplies to the site.

I.19 52.244-6 Subcontracts for Commercial Items and Commercial Components (Oct 1998)

(a) Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.20 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.



## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS



## SECTION J - LIST OF ATTACHMENTS

## J.1 WBR 1452.214-903 Applicability of Documents--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

## J.2 WBR 1452.214-904 List of Contract Documents--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

Attachment No.	Title	No. of Pages
1 (In Volume 2)	Specifications	56
2 (In Volume 2)	Drawings	45
3	Department of Labor Wage Rates	31
4	Non-Discrimination Notice	1
5	Release of Claims form (DI-137)	1
6	Bid Bond form (SF-24)	2



## **Attachment No. 1**

# **Specifications**

[see file:

<http://www.lc.usbr.gov/~g3100/pdf/0023spec.pdf>]



## **Attachment No. 2**

### **Drawings**

**[Not available online -  
Contact issuing office at  
(702) 293-8588 for copies]**



## **Attachment No. 3**

### **U.S. Department of Labor Wage Rate Determinations:**

**< Mohave County, Arizona and  
Clark County, Nevada >**

**[see files:**

**<http://www.lc.usbr.gov/~g3100/pdf/az000016.txt>**

**and**

**<http://www.lc.usbr.gov/~g3100/pdf/nv000005.txt>]**



## **Attachment No. 4**

### **Non-Discrimination Notice**



**Non-Discrimination Notice to U.S. Department of the Interior Contractors,  
Subcontractors, and Lessors--Bureau of Reclamation--Lower Colorado Region  
(Dec 1999)**

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.



## **Attachment No. 5**

### **Release of Claims form (DI-137)**



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
(Bureau or Office)

Contract Number

Date

**RELEASE OF CLAIMS**

WHEREAS, by the terms of the above-identified contract for

entered into by the United States of America, hereinafter also referred to as the United States, and the contractor

it is provided that after completion of all work, and prior to final payment, the contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due under the contract, to wit, the sum of

dollars

(\$ ), the contractor hereby remises, releases, and forever discharges the United States, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said contract except:

IN WITNESS WHEREOF, the contractor has executed this release this                      day of                      , 20

(Contractor)

(Street Number of R.F.D.)

(City)

(State)

(Zip Code)

By

(Signature)

(Name -- Type or Print)

(Title)

**COMPLETE ONLY IF CONTRACTOR IS A CORPORATION**

I,                      CERTIFY That I am the                      , who  
of the corporation named as contractor herein; that  
signed this release on behalf of the corporation, was then                      of said corporation; and  
that said release was duly signed for and on behalf of said corporation by authority of its governing body.

[Seal]

(Signature)



## **Attachment No. 6**

### **Bid Bond (Standard Form 24)**



<b>BID BOND</b> <i>(See instruction on reverse)</i>				DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>		OMB NO.: 9000-0045	
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>							
PRINCIPAL <i>(Legal name and business address)</i>					TYPE OF ORGANIZATION <i>("X" one)</i>		
					<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP
					<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION
					STATE OF INCORPORATION		
SURETY(IES) <i>(Name and business address)</i>							
PENAL SUM OF BOND				BID IDENTIFICATION			
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.	
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS			
					FOR <i>(Construction, Supplies, or Services)</i>		
OBLIGATION:							
We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.							
CONDITIONS:							
The Principal has submitted the bid identified above.							
THEREFORE:							
The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.							
Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.							
WITNESS:							
The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.							
PRINCIPAL							
SIGNATURE(S)	1.	2.	3.	Corporate Seal			
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.				
INDIVIDUAL SURETY(IES)							
SIGNATURE(S)	1.	2.					
NAME(S) <i>(Typed)</i>	1.	2.					
CORPORATE SURETY(IES)							
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)		Corporate Seal
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.				
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable							
STANDARD FORM 24 (REV. 10-98) Prescribed by GSA - FAR (48 CFR) 53.228(a)							



<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."



## PART IV - REPRESENTATIONS AND INSTRUCTIONS

(This Part will be removed from the contract document)



## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS

### K.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at: <http://www.arnet.gov/far>.

52.203-11 Certification and Disclosure Regarding Payments to Influence  
Certain Federal Transactions (Apr 1991)

52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

### K.2 52.203-2 Certificate of Independent Price Determination (Apr 1985)

#### (a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

#### (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_

\_\_\_\_\_ *[insert full name of person(s) in the offeror's organization responsible for determining*



*the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### K.3 52.204-3 Taxpayer Identification (Oct 1998)

#### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### (d) Taxpayer Identification Number (TIN).

" TIN: \_\_\_\_\_  
 " TIN has been applied for.



- " TIN is not required because:
  - " Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - " Offeror is an agency or instrumentality of a foreign government;
  - " Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- " Sole proprietorship;
- " Partnership;
- " Corporate entity (not tax-exempt);
- " Corporate entity (tax-exempt);
- " Government entity (Federal, State, or local);
- " Foreign government;
- " International organization per 26 CFR 1.6049-4;
- " Other \_\_\_\_\_

(f) Common parent.

- " Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- " Name and TIN of common parent:
  - Name \_\_\_\_\_
  - TIN \_\_\_\_\_

K.4 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.



(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 WBR 1452.209-900 Bidder Responsibility Data--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each bidder shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the bid submittal documents.



CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

K.6 52.219-1 Small Business Program Representations (May 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 1629.

(2) The small business size standard is \$17.0 million average annual receipts for an offeror's preceding 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.



(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;  
and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.



(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**K.8 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Jan 1997)**

**(a) Definition**

Emerging Small Business - as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

*(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)*

The Offeror [ ] is, [ ] is not an emerging small business.

*(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)*

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). *(Check one of the following.)*

No. of Employees	Avg. Annual Gross Revenues
___ 50 or fewer.....	___ \$1 million or less
___ 51 - 100.....	___ \$1,000,001 - \$2 million
___ 101 - 250.....	___ \$2,000,002 - \$3.5 million
___ 251 - 500.....	___ \$3,500,001 - \$5 million
___ 501 - 750.....	___ \$5,000,001 - \$10 million
___ 751 - 1,000.....	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million



## K.9 52.219-22 Small Disadvantaged Business Status (Oct 1999) Alternate I (Oct 1998)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(3) Address. The offeror represents that its address [ ] is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect



on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### K.10 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

- (a) It ☐ has ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### K.11 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or



(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.12 WBR 1452.225-903 Offers Based on Foreign Construction Materials--Bureau of Reclamation--Lower Colorado Region (Nov 1996)**

(a) Any offer based on the use of one or more foreign construction materials shall include data, in the format listed in paragraph (b) below, clearly demonstrating that the cost of each foreign construction material, plus 6 percent, is less than the cost of each comparable domestic construction material. The cost of construction material shall be computed by including all delivery costs of the construction material, and any applicable duty whether or not a duty-free entry certificate may be issued.

(b) For evaluation purposes under paragraph (a) above, the following information shall be included in the offer for the use of one or more foreign construction materials:

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON**

Construction Material Description	Unit	Quantity	Cost including all delivery costs to construction site <sup>1</sup> (dollars)
Item 1. (a) Foreign Construction Material:			\$ _____
(b) Comparable domestic construction material:			\$ _____



Construction Material Description	Unit	Quantity	Cost including all delivery costs to construction site <sup>1</sup> (dollars)
Item 2. (a) Foreign construction material:			\$ _____
(b) Comparable domestic construction material: <sup>2</sup>			\$ _____

<sup>1</sup> Include applicable duty for foreign material.

<sup>2</sup> If additional materials are offered, continue on a separate page containing the same format.



## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at: <http://www.arnet.gov/far>.

52.204-6	Data Universal Numbering System (DUNS) Number (Jun 1999)
52.214-1	Solicitation Definitions--Sealed Bidding (Jul 1987)
52.214-3	Amendments to Invitations for Bids (Dec 1989)
52.214-4	False Statements in Bids (Apr 1984)
52.214-5	Submission of Bids (Mar 1997)
52.214-6	Explanation to Prospective Bidders (Apr 1984)
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)
52.214-18	Preparation of Bids--Construction (Apr 1984)
52.214-19	Contract Award--Sealed Bidding--Construction (Aug 1996)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.228-1	Bid Guarantee (Sep 1996)

## L.2 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (Aug 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
 Specifications Section, Suite 8100  
 470 East L'Enfant Plaza, SW  
 Washington, DC 20407  
 Tel. 202-619-8925  
 Facsimile 202-619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.



**L.3 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (Jun 1988)**

(a) Information on standards which are identified in the specifications by dual acronyms, for example, ANSI/ASTM, indicating the American National Standards Institute and sponsorship by the American Society for Testing Materials or other sponsoring organization, may be obtained from the appropriate sponsoring organization.

(b) For various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof herein shall be considered synonymous with the Bureau of Reclamation. The address in (c) below may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service.

(c) The specifications cited in this solicitation may be obtained from one or more of the addresses listed below.

ACRONYM	TITLE	ADDRESS	PHONE/FAX
ACI	American Concrete Institute	ACI International P.O. Box 9094 Farmington Hills MI 48333 Internet: <a href="http://www.aci-int.net">http://www.aci-int.net</a>	248/848-3700 248/848-3701
AISC	American Institute of Steel Construction	One East Wacker Drive, Suite 3100 Chicago IL 60601-2001 Internet: <a href="http://www.aisc.org">http://www.aisc.org</a>	312/670-2400 312/670-5403
ANSI	American National Standards Institute	11 West 42nd Street New York NY 10036 Internet: <a href="http://www.ansi.org">http://www.ansi.org</a>	212/642-4900 212/398-0023
ASME	American Society of Mechanical Engineers	P.O. Box 2300 Fairfield NJ 07007-2300 Internet: <a href="http://www.asme.org">http://www.asme.org</a>	800/849-2169 973/882-1717
ASTM	American Society for Testing and Materials	100 Barr Harbor Drive West Conshohocken PA 19428-2959 Internet: <a href="http://www.astm.org">http://www.astm.org</a>	610/832-9585 610/832-9555
AWS	American Welding Society	550 NW LeJeune Road Miami FL 33126 Internet: <a href="http://www.aws.org">http://www.aws.org</a>	800/443-9353 305/443-7559
NACE	National Association of Corrosion Engineers	P.O. Box 218340 Houston TX 77218 Internet: <a href="http://www.nace.org">http://www.nace.org</a>	713/492-0535 713/492-8254



ACRONYM	TITLE	ADDRESS	PHONE/FAX
NTIS	National Technical Information Service	U.S. Department of Commerce 5285 Port Royal Road Springfield VA 22161	703/487-4650 or 800/553-6847
SSPC	Society for Protective Coatings	40 24th Street Pittsburgh PA 15222-4656 Internet: <a href="http://www.sspc.org">http://www.sspc.org</a>	412/281-2331 412/281-9992
USBR	Bureau of Reclamation <sup>1</sup>	Attn: D-8170 P.O. Box 25007 Denver CO 80225	303/236-8345

<sup>1</sup> Bureau of Reclamation Standard Specifications

#### L.4 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

#### L.5 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE
19.6% (Mohave County)	6.9%
13.9% (Clark County)	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative



Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistance Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
  - (i) Employer identification number of the subcontractor;
- (2) Estimated dollar amount of the subcontract;
- (3) Estimated starting and completion dates of the subcontract; and
- (4) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered areas" are Hoover Dam, Mohave County, Arizona, and Clark County, Nevada.

L.6 WBR 1452.222-901 Non-Discrimination Notice to U.S. Department of the Interior Contractors, Subcontractors, and Lessors--Bureau of Reclamation--Lower Colorado Region (Dec 1999)

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

L.7 52.225-10 Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials (Feb 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).



(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.8 WBR 1452.225-82 Notice of Trade Agreements Act Evaluations--Bureau of Reclamation (Oct 1998)

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, The Trade



Agreements Act applies to Bureau of Reclamation acquisitions. Reclamation will evaluate acquisitions at or above the dollar thresholds listed below without regard to the restrictions of the Buy American Act:

(a) Construction (\$7,143,000 or \$6,909,500 if NAFTA country construction materials are being offered);

(b) Supplies or services:

- (1) Mexico (\$53,150);
- (2) Canada (\$186,000);
- (3) Israel (\$186,000); and
- (4) All other designated countries (\$186,000).

L.9 52.233-2 Service of Protest (Aug 1996) Department of the Interior (Jul 1996) (Deviation)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.10 WBR 1452.233-80 Agency Procurement Protests--Bureau of Reclamation (Sep 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

- (1) Protest to the contracting officer;
- (2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or
- (3) Appeal a contracting officer's decision to the Bureau Procurement Chief.



(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

L.11 WBR 1452.233-82 Notice of Proposed Partnering--Bureau of Reclamation (May 1994)

Reclamation policy is to try to resolve all contractual issues in controversy by mutual agreement through the use of an appropriate alternative disputes resolution process. Thus to most effectively complete the work required under the future contract, the Bureau of Reclamation proposes to mutually form a voluntary Partnering arrangement with the Contractor. This bilateral relationship would strive for mutual trust, dedication to common goals, and an understanding of each other's individual expectations and values. The expected benefits would include improved efficiency, cost effectiveness and innovation between all parties to ensure a quality deliverable that is completed on time and within budget. Any cost associated with implementing this Partnering arrangement will be agreed to by both parties and will be shared equally, with no change in contract price. Additional information on Partnering and suggested implementation procedures are contained in the Bureau of Reclamation "Partnering" guide book, that is available from the contracting officer.

L.12 52.236-27 Site Visit (Construction) (Feb 1995) Alternate I (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Organized site visits are scheduled for Wednesday, March 29, 2000 and Thursday, March 30, 2000, at 9:00 a.m. Pacific Standard Time.

(c) Prospective bidders desiring to attend on either date are requested to contact Mr. Art Carvajal, at the Lower Colorado Dams Facilities Office, to make arrangements. Mr. Carvajal can be reached, Monday through Friday, between 8:00 a.m. and 3:00 p.m. Pacific Standard Time, at (702) 293-8268.

L.13 52.252-5 Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.



(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.



## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 WBR 1452.214-900 Basis of Award--Bureau of Reclamation--Lower Colorado Region (Apr 1998)

(a) The Government will evaluate offers based upon the total price bid for the Schedules (see Section B). A contract will be awarded to the responsive, responsible bidder submitting the lowest total bid price for the Schedules.

(b) Award will be made, in accordance with the provision in Section L at FAR 52.214-19, Contract Award--Sealed Bidding--Construction, to the responsive, responsible bidder submitting the lowest total bid price for the Schedules and whose bid is in compliance with all requirements of this solicitation.

(c) The determination of responsibility will be made in accordance with FAR Subpart 9.1, Responsible Prospective Contractors.

### M.2 WBR 1452.225-900 Evaluation of Construction Materials Under the Buy American Act--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) In order for offers to fully comply with the requirements of the clause at FAR 52.225-9, Buy American Act--Balance of Payments Program--Construction Materials, and to provide for proper evaluation of offers proposing use of foreign construction materials under paragraph (b) of the provision entitled 1452.225-903 Offers Based on Foreign Construction Materials--Bureau of Reclamation--Lower Colorado Region, offerors shall comply with the requirements of this provision.

(b) A construction material cannot qualify as a domestic material unless the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(c) Only the construction material and its components shall be included in calculating the cost of a domestic construction material. To qualify as a component, an item must be incorporated directly into the construction material.

(d) With the exception of the circumstance identified in (e) below, any costs associated with operations necessary to incorporate a domestic component into an existing foreign construction material shall not be considered in calculating domestic component costs. Direct labor, overhead, packaging, testing, evaluation, or other related costs incurred in completing the end-product shall not be included as part of the total cost of the construction material's components. The total cost of the construction material (i.e., price minus profit) is irrelevant since total cost may include costs other than component costs.

(e) If a manufacturer which produces a component also incorporates it into the existing foreign construction material, the manufacturing costs incurred in producing the component (e.g.,



direct labor, overhead, packaging, testing, and evaluation) shall be included as part of the total cost of the construction material's components.

(f) In calculating the cost of a foreign or domestic component in a construction material, such cost shall include any (1) freight cost to ship the component from its manufacturing source to the point of inclusion in the construction material, (2) tariff costs, and (3) customs duty on foreign components (duty must be added whether or not a duty-free certificate is issued).

(g) If requested by the Contracting Officer, offerors shall furnish additional information to support the basis for calculating the cost of any foreign material and comparable domestic construction material furnished (see paragraph (d) of the clause entitled 1452.225-70 Use of Foreign Construction Materials--Department of the Interior).